

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE 1 OF 29	
2. CONTRACT (Proc. Inst. Ident.) NO. <b>N01-CN-15382</b>		3. EFFECTIVE DATE <b>09/30/91</b>		4. REQUISITION PURCHASE REQUEST/PROJECT NO. <b>321386</b>			
5. ISSUED BY <b>National Cancer Institute Research Contracts Branch, PCCS Executive Plaza South, Room 635 9000 Rockville Pike Bethesda, Maryland 20892</b>		CODE <b>261915382</b>		6. ADMINISTERED BY (If other than item 5) CODE			
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) <b>SOUTH CAROLINA DEPT OF HEALTH CENTER FOR HEALTH PROMOTION 2600 BULL STREET COLUMBIA, SOUTH CAROLINA 29201</b>		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> FOB DESTINATION		9. DISCOUNT FOR PROMPT PAYMENT:			
PLACE OF PERFORMANCE: <b>COLUMBIA, SOUTH CAROLINA</b>		CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM <b>SEE SECTION ARTICLE G.3.</b>	
11. SHIP TO/MARK FOR <b>SEE SECTION F, ARTICLE F.1.</b>		CODE		12. PAYMENT WILL BE MADE BY <b>SEE SECTION G, ARTICLE G.3.</b>		CODE	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input checked="" type="checkbox"/> 41 U.S.C. 253(c)( 1 )		14. ACCOUNTING AND APPROPRIATION DATA CAN1 <b>18423260</b> TIN <b>1576000286A8</b> CAN2 <b>DOC NO. N1CN15382A</b> OC CODE <b>25.32</b> LOC					
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
TITLE: <b>AMERICAN STOP SMOKING INTERVENTION STUDY (ASSIST) FOR CANCER PREVENTION</b>							
CONTRACT PERIOD: <b>09/30/91 through 09/29/98.</b>							
CONTRACT TYPE: <b>Cost Reimbursement, COMPLETION</b>							
CURRENT OBLIGATION:					\$ <b>316.60</b>		
15G. TOTAL AMOUNT OF CONTRACT					\$ <b>5,462.76</b>		
16. TABLE OF CONTENTS							
(✓)	SEC.	DESCRIPTION	PAGE(S)	(✓)	SEC.	DESCRIPTION	PAGE(S)
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print) <b>James E. Padgett, Jr., MD / Deputy Commissioner for Health Services</b>				20A. NAME OF CONTRACTING OFFICER <b>VICTOR S BUINY</b>			
19B. NAME OF CONTRACTOR <b>James E. Padgett, Jr., MD</b>		19C. DATE SIGNED <b>25 Sept 91</b>		20B. UNITED STATES OF AMERICA <b>Victor S. Buiny</b>		20C. DATE SIGNED <b>9/27/91</b>	
BY: (Signature of person authorized to sign)				BY: (Signature of Contracting Officer)			

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source lists for solicitations for products and services they are capable of providing;

- B. Developing and maintaining bidder's lists of small and small disadvantaged business concerns from all possible sources;
- C. Ensuring periodic rotation of potential subcontractors on bidder's lists;
- D. Ensuring that procurement "packages" are designed to permit the maximum possible participation of small and small disadvantaged businesses;
- E. Make arrangements for the utilization of various sources for the identification of small and small disadvantaged businesses such as the SBA's Procurement Automated Source System (PASS), the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, and the facilities of local small business and minority associations, and contact with Federal agency's Small and Disadvantaged Business Utilization Specialist (SADBUS).
- F. Overseeing the establishment and maintenance of contract and subcontract award records;
- G. Attending or arranging for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc;
- H. Ensure small and small disadvantaged business concerns are made aware of subcontracting opportunities and how to prepare responsive bids to the company;
- I. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Public Law 95-507 on purchasing procedures;
- J. Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals;
- K. Preparing, and submitting timely, required subcontract reports;
- L. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies; and,

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**M. Other duties** \_\_\_\_\_

See attached Minority Enterprise Procedure Manual/Plan

for the S.C. Department of Health and Environmental Control

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**4. Equitable Opportunity**

Describe efforts the offeror will make to ensure that small and small disadvantaged business concerns will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to, the following activities:

**A. Outreach efforts to obtain sources:**

1. Contacting minority and small business trade associations;
2. Contacting business development organizations;
3. Attending small and minority business procurement conferences and trade fairs; and
4. Requesting sources from the Small Business Administration's Procurement Automated Source System (PASS).
5. Newspaper, magazine ads which encourage new sources

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B. Internal efforts to guide and encourage purchasing personnel:

1. Presenting workshops, seminars, and training programs;
2. Establishing, maintaining, and using small and small disadvantaged business source lists, guides, and other data for soliciting subcontracts; and
3. Monitoring activities to evaluate compliance with the subcontracting plan.

C. Additional efforts: Review all requests for supplies and  
services including term contracts for services for the  
opportunity to divide such contracts into smaller units and/or  
design specific contracts for minority participation.

5. Flow-Down Clause

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns", in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business and Small Disadvantaged Business Subcontracting Plan." (FAR 19.704 (a) (4)).

6. Reporting and Cooperation

The contractor gives assurance of (1) cooperation in any studies or surveys that may be required; (2) submission of periodic reports which show compliance with the subcontracting plan; (3) submission of Standard Form (SF) 294, "Subcontracting Report for Individual Contracts," and SF-295,

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"Summary Subcontract Report," in accordance with the instructions on the forms; and (4) ensuring that subcontractors agree to submit Standard Forms 294 and 295.

<u>Reporting Period</u>	<u>Report Due</u>	<u>Due Date</u>
Oct 1 - Mar 31	SF-294	04/30
Apr 1 - Sep 30	SF-294	10/30
Oct 1 - Sep 30	SF-295	10/30

#### ADDRESSES

(a) SF-294 to be submitted to cognizant Contracting Officer

(b) SF-295 to be submitted to:

Office of Small and Disadvantaged Business Utilization  
Department of Health and Human Services  
200 Independence Avenue, SW  
Humphrey Building, Room 517-D  
Washington, D.C. 20201

#### 7. Recordkeeping

The following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

- A. Small and small disadvantaged business concerns source lists, guides, and other data identifying such vendors;
- B. Organizations contacted in an attempt to locate small and small disadvantaged business sources;
- C. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000 which indicate for each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether small disadvantaged business concerns were solicited, and if not, why not; and (3) reason for the failure of solicited small or small disadvantaged business concerns to receive the subcontract award;

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- D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;
- E. Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring of activities to evaluate compliance; and
- F. On a contract-by-contract basis, records to support subcontract award data including the name, address and business size of each subcontractor. (This item is not required for company or division-wide commercial products plans.)
- G. Additional records: See attached Minority Business  
Enterprise Procedure Manual/Plan for the S.C. Department  
of Health and Environmental Control

This subcontracting plan was submitted by:

Signature: Fran C. Wheeler

Typed Name: Fran C. Wheeler, Ph.D.

Title: Director, Center for Health Promotion

Date Prepared: August 7, 1991

Phone No.: (803) 737-4121

Plan Accepted By: Victor S. Buysy Date: 9/3/91  
Contracting Officer

Total Estimated Amount of Contract: \$5,462,762 ATTACHMENT 7

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FAR Clause 52.203-9 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT  
INTEGRITY-MODIFICATION (NOVEMBER 1990)

(a) **Definitions.** The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.

(b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.

(c) **Certification.** As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification:

**CERTIFICATE OF PROCUREMENT INTEGRITY --  
MODIFICATION (NOV 1990)**

(1) I, \_\_\_\_\_ [Name of the certifier] am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended\* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement \_\_\_\_\_ [contract and modification number].

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of \_\_\_\_\_ [Name of Offeror] who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

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## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

### ARTICLE B.1. BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

The American Stop Smoking Intervention Study (ASSIST) for Cancer Prevention is a large-scale, multi-site demonstration project designed to reduce smoking prevalence in the awarded demonstration site(s) through the development and implementation of a comprehensive smoking and control intervention.

### ARTICLE B.2. ESTIMATED COST

- a. The estimated cost of this contract is \$ 5,462,762.
- b. Total funds currently available for payment and allotted to this contract are \$ 316,601. For further provisions on funding see the LIMITATION OF FUNDS Clause incorporated herein.
- c. It is estimated that the amount currently allotted will cover performance of the contract through September 29, 1992.
- d. The Contracting Officer may allot additional funds to the contract without the concurrence of the Contractor.

### ARTICLE B.3. PROVISIONS APPLICABLE TO DIRECT COSTS

#### a. Items Unallowable Unless Otherwise Provided

Notwithstanding the Clauses, ALLOWABLE COST AND PAYMENT, [and FIXED FEE,] incorporated in this contract, unless authorized in writing by the Contracting Officer, the costs of the following items or activities shall be unallowable as direct costs:

- (1) Acquisition, by purchase or lease, of any interest in real property;
- (2) Special rearrangement or alteration of facilities;
- (3) Purchase or lease of any item of general purpose office furniture or office equipment regardless of dollar value. (General purpose equipment is defined as any items of personal property which are usable for purposes other than research, such as office equipment and furnishings, pocket calculators, etc.);

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- (4) Travel to attend general scientific meetings;
- (5) Foreign Travel;
- (6) Patient care costs;
- (7) Accountable Government property (defined as both real and personal property with an acquisition cost of \$1,000 or more and a life expectancy of more than two years) and "sensitive items" (defined and listed in the Contractor's Guide for Control of Government Property, 1990, regardless of acquisition value.

b. Travel Costs

(1) Domestic Travel

- (a) Total expenditures for domestic travel (transportation, lodging, subsistence, and incidental expenses) incurred in direct performance of this contract shall not exceed \$ \_\_\_\_ without the prior written approval of the Contracting Officer. The ceiling for travel during the first year of contract performance shall not exceed \$ \_\_\_\_.
- (b) The cost of travel by privately-owned automobile shall be reimbursed at the mileage rate prescribed by the Contractor's established, generally applicable travel policy in lieu of actual costs, provided, however, that such reimbursement shall not exceed the otherwise allowable comparative cost of travel by common carrier.
- (c) Reasonable actual costs of lodging and subsistence, or per diem in lieu of actual costs, shall be allowable to the extent that such actual costs or per diem amounts do not exceed the amounts or per diem rates prescribed by the Contractor's established, generally applicable travel policy.
- (d) Any revision to the Contractor's established, generally applicable travel policy submitted to the cognizant audit agency during the period of performance of this contract shall be effective, without formal modification to this contract, upon delivery to the Contracting Officer of notice describing such revised policy together with evidence of submission thereof to the cognizant audit agency.

#### ARTICLE B.4. ADVANCE UNDERSTANDINGS

- a. Other provisions of this contract notwithstanding, the following items require Contracting Officer Approval (COA) prior to the expenditure of funds:

Use of consultants;

Purchase of all equipment;

Development of new public education materials (print or audio-visual) to be used for smoking prevention and cessation;

The award of any subcontract for professional or support staff in Phase I or Phase II;

- b. The spending of intervention monies shall be consistent with the standard contract mechanism and shall not be treated or disbursed as grants to individuals or organizations. Total expenditures for intervention incurred in direct performance of this contract shall not exceed \$\_\_\_\_\_ without the prior written approval of the Contracting Officer. The ceiling for intervention or mobilization monies for Phase I is limited to \$\_\_\_\_\_ per year.
- c. Guidelines, training and training materials developed for ASSIST shall be used as the basis for all deliverables;
- d. Contract funds shall be used for the purchase of media time and/or placement. However, a maximum of \_\_\_\_\_ of total annual contract intervention funds may be allocated for this purpose.
- e. Contract funds may not be used to pay for labor to provide the delivery of smoking cessation, prevention or education programs.

#### SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

##### ARTICLE C.1. STATEMENT OF WORK

- a. Independently and not as an agent of the Government, the Contractor shall furnish all the necessary services, qualified

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personnel, material, equipment, and facilities, not otherwise provided by the Government as needed to perform the Statement of Work, SECTION J, ATTACHMENT 1, dated December 27, 1989, attached hereto and made a part of this contract.

- b. The contractor's technical and business proposal dated September 21, 1990 as modified by their Best and Final Offer (BAFO) dated May 17, 1991 is hereby incorporated by reference and made a part of this contract.
- c. If there is any inconsistency between the referenced proposal and the Statement of Work described in this Article, the Statement of Work shall control and take precedence.

#### ARTICLE C.2. REPORTING REQUIREMENTS

##### a. Technical Reports

In addition to those reports required by the other terms of this contract, the Contractor shall prepare and submit the following reports in the manner stated below and in accordance with ARTICLE F.1. DELIVERIES of this contract:

##### (1) Quarterly Technical Progress Reports

This report shall include descriptive information about the activities undertaken during the reporting period and will require information about planned activities for future reporting periods. The first reporting period consists of the first full three months of performance including any fractional part of the initial month. A quarterly report will not be due for the period in which the final report is due.

##### (2) Final Report

This report is to include a summation of the work performed and results obtained for the entire contract period of performance. This report shall be in sufficient detail to describe comprehensively the results achieved. A final report shall be submitted in accordance with ARTICLE F.1 DELIVERIES of this contract. An annual report will not be required for the period when the final report is due.

(3) Summary of Salient Results

The Contractor shall submit, with the final report, a summary (not to exceed 200 words) of salient results achieved during the performance of the contract.

SECTION D - PACKAGING, MARKING AND SHIPPING

The Contractor shall guarantee that all required materials are delivered in immediate usable and acceptable condition.

SECTION E - INSPECTION AND ACCEPTANCE

ARTICLE E.1. INSPECTION AND ACCEPTANCE

- a. The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.
- b. For the purpose of this ARTICLE, Dr. Jessie Gruman is the authorized representative of the Contracting Officer.
- c. Inspection and acceptance will be performed at the National Cancer Institute, Executive Plaza North, 6130 Executive Boulevard, Suite 239, Bethesda, Maryland 20892.

Acceptance may be presumed unless otherwise indicated in writing by the Contracting Officer or the duly authorized representative within 30 days of receipt.

- d. This contract incorporates the following clause by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available.

FAR 52.246-5, Inspection of Services-Cost Reimbursement  
(April 1984)

## SECTION F - DELIVERIES OR PERFORMANCE

### ARTICLE F.1. DELIVERIES

Satisfactory performance of this contract shall be deemed to occur upon delivery and acceptance by the Contracting Officer, or the duly authorized representative, of the following items in accordance with the stated delivery schedule:

The items specified below as described in SECTION C, ARTICLE C.2 shall be delivered f.o.b. destination as set forth in FAR 52.247-35, F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES (APRIL 84) and in accordance with and by the date(s) specified below:

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>
1	Draft of site analysis (see Task #3)	3	6/1/92 Phase I
2	Final of site analysis (see Task #3)	3	10/1/92 Phase I
3	Draft of Comprehensive Smoking Plan (see Task #4)	3	1/1/93 Phase I
4	Final draft of Comprehensive Smoking Plan (see Task #4)	3	6/1/93 Phase I
5	Draft of Project Management Plan (see Task #5)	3	1/1/93 Phase I

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<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Date Due</u>
6	Final draft of Project Management Plan (see Task #5)	3	6/1/93 Phase I
7	Record of Program Activities (see Tasks #7 and 13)	3	3/1/92, 45 calendar days after the end of each quarter thereafter
8	Quarterly reports (see Tasks #7, 9, 12, 13)	3	3/1/92, 45 calendar days after the end of each quarter thereafter
9	Attendance at required Administrative Committee Meetings (see Tasks #8 and 14)	N/A	As required
10.	Annual Coalition Action Plan (see Task #11)	3	10/1/93 Phase II annually thereafter
11.	Annual review (see Task #13)	3	11/1/94 Phase II annually thereafter
12.	Deliverables resulting from Phase II Proposal (see Task #4)	To be determined	10/1/93 Beginning with Phase II, quarterly thereafter
13.	Final Report Summary of Salient Results	3	9/29/98 Last day of contract

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The above items shall be addressed and delivered to:

Two copies to:

ASSIST Project Officer  
Smoking, Tobacco and Cancer Branch  
National Cancer Institute  
Executive Plaza North  
Room 241  
6130 Executive Blvd.  
Rockville, MD 20852

One copy to:

ASSIST Contracting Officer  
Research Contracts Branch  
National Cancer Institute  
Executive Plaza South  
Room 635  
6120 Executive Blvd.  
Rockville, MD 20852

ARTICLE F.2. STOP WORK ORDER

- a. This contract incorporates the following clause by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE:  
52.212-13, STOP WORK ORDER (AUGUST 1989) with ALTERNATE I  
(APRIL 1984).

SECTION G - CONTRACT ADMINISTRATION DATA

ARTICLE G.1. KEY PERSONNEL

Pursuant to the Key Personnel clause incorporated in this contract, the following individuals are considered to be essential to the work being performed hereunder:

<u>NAME</u>	<u>TITLE</u>
Dr. Fran C. Wheeler	Project Director
TBN	Project Manager
TBN	Field Director

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#### ARTICLE G.2. PROJECT OFFICER

The following Project Officers will represent the Government for the purpose of this contract:

Dr. Jessie Gruman

The Project Officer is responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the statement of work and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting in the resolution of technical problems encountered during performance.

The Contracting Officer is the only person with authority to act as agent of the Government under this contract. Only the Contracting Officer has authority to: (1) direct or negotiate any changes in the statement of work; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the Contractor any costs incurred during the performance of this contract; or (5) otherwise change any terms and conditions of this contract.

The Government may unilaterally change its Project Officer designation.

#### ARTICLE G.3. INVOICE SUBMISSION

##### INVOICE SUBMISSION

- a. Invoice/Financing Request Instructions for NIH Cost-Reimbursement Type Contracts NIH(RC)-1 are attached and made part of this contract. The instructions and the following directions for the submission of invoices/financing request must be followed to meet the requirements of a "proper" payment request pursuant to FAR 32.9.

1. Invoices/financing requests shall be submitted concurrently as follows:

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- (a) An original and two copies to the following designated payment office:

National Institutes of Health  
Division of Financial Management  
Chief, Contracts Section FAAB  
Building 31, Room B1B05A  
9000 Rockville Pike  
Bethesda, Maryland 20892

- (b) Three copies to the following approving officer:

Contracting Officer  
Research Contracts Branch  
National Cancer Institute, NIH  
Executive Plaza South, Room  
9000 Rockville Pike  
Bethesda, Maryland 20892

- (c) Inquiries regarding payment of invoices should be directed to the designated payment office, attention of Chief, Contracts Section, FAAB (301) 496-6452.

- b. The contractor shall include the following certification on every voucher for reimbursable costs incurred with Fiscal Year 1991 funds. For billing purposes, certified vouchers are required for the billing period during which Fiscal Year 1991 funds were initially charged through the final billing period utilizing the Fiscal Year 1991 funds:

"I hereby certify that the salaries charged in this voucher are in compliance with P.L. 101-517 and ARTICLE H.3 of the above referenced contract."

ARTICLE G.4. CONTRACT FINANCIAL REPORT

- a. Financial reports on the attached Form HHS-646, Financial Report of Individual Project/Contract, shall be submitted by the Contractor in accordance with the HHS 646, Instructions, which accompany the form, in an original and two copies, not later than the 30th working day after the close of the reporting period. The line entries for subdivisions of work and elements of cost (expenditure categories) which shall be reported within the total contract are listed in paragraph e., below. Subsequent changes and/or additions in the line entries shall be made in writing.

- b. Unless otherwise stated in that part of the instructions, HHS-646, entitled "Preparation Instructions," all columns A through J, shall be completed for each report submitted.
- c. The first financial report shall cover the period consisting of the three calendar months following the date of the contract, in addition to any fractional part of the initial month. Thereafter, reports will be on a quarterly basis.
- d. The Contracting Officer may require the Contractor to submit detailed support for costs contained in one or more interim financial reports. This clause does not supersede the record retention requirements in FAR Part 4.7.
- e. The following is a listing of expenditure categories to be reported:

<u>Expenditure Category</u> <u>A</u>	<u>Percentage of</u> <u>Effort/Hours</u>
(1) Direct Labor	
(a) Project Director	
(b) Project Manager	
(c) Field Director	
(2) Professional Staff- Other	
(3) Support Staff	
(4) Fringe Benefits	
(5) Materials/Supplies	
(6) Travel	
a. National	
b. Local	
(7) Computer	
(8) Equipment	
(9) Facilities	
(10) Interventions	
(11) Mobilization	
(12) Subcontractors	
(13) Consultants	
(14) Indirect Cost	
(15) Total	

#### ARTICLE G.5. GOVERNMENT PROPERTY

- a. In addition to the requirements of the Clause, GOVERNMENT PROPERTY, incorporated in Section I of this contract, the

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Contractor shall comply with the provisions of DHHS Publication, Contractor's Guide for Control of Government Property, (1990), which is incorporated into this contract by reference. Among other issues, this publication provides a summary of the Contractor's responsibilities regarding purchasing authorizations, inventory and reporting requirements under the contract. A copy of this publication is available upon request to the Contract Property Administrator.

This contract's Contract Property Administrator is:

David A. Hubbard, II  
Contracts Property Administrator  
Research Contracts Property Administration, NIH  
Building 13, Room 2E-65  
9000 Rockville Pike  
Bethesda, Maryland 20892  
(301) 496-6467

b. Contractor-Acquired Government Property - Schedule I-B

Pursuant to the Clause, GOVERNMENT PROPERTY, incorporated in this contract, the Contractor will be authorized to acquire the property listed in Schedule I-B for use in direct performance of the contract, following receipt of the Contracting Officer's written approval, based on contractor-furnished prices and evidence of competition.

ARTICLE G.6. GOVERNMENT SUPPLY SOURCES

This contract incorporates the following clause by reference, with the same force and effect as if it were given a full text. Upon request, the Contracting Officer will make its full text available.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE:  
52.251-01, GOVERNMENT SUPPLY SOURCES

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## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### ARTICLE H.1. HUMAN SUBJECTS

It is hereby understood and agreed that research involving human subjects shall not be conducted under this contract, and that no material developed, modified, or delivered by or to the Government under this contract, or any subsequent modification of such material, will be used by the Contractor or made available by the Contractor for use by anyone other than the Government, for experimental or therapeutic use involving humans without the prior written approval of the Contracting Officer.

### ARTICLE H.2. SUBCONTRACTING PROVISIONS

#### a. Small Business and Small Disadvantaged Business Subcontracting Plan

- (1) The Small Business and Small Disadvantaged Business Subcontracting Plan, dated August 7, 1991 is attached hereto and made a part of this contract.
- (2) The failure of any contractor or subcontractor to comply in good faith with the clause entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" incorporated in this contract and the attached Subcontracting Plan, will be a material breach of such contract or subcontract and subject to the remedies reserved to the Government under FAR clause 52.219-16, entitled "Liquidated Damages - Small business Subcontracting Plan."

#### b. Subcontracting Reports

- (1) The Contractor shall submit the original and 2 copies of Subcontracting Report for Individual Contracts, SF-294 in accordance with the instructions on the report as referenced in Public Law 95-507, Section 211. Regardless of the effective date of this contract, the Report shall be submitted on the following dates for the entire life of this contract:

April 25th  
October 25th

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The Report shall be sent to the following address:

Contracting Officer  
Research Contracts Branch  
National Cancer Institute, NIH  
Executive Plaza South, Room  
9000 Rockville Pike  
Bethesda, Maryland 20892

- (2) The Contractor shall submit 1 copy of Summary Subcontract Report, SF-295 in accordance with the instructions on the report as referenced in Public Law 95-507, Section 211. The Summary Contracting Report shall be submitted annually on the following date for the entire life of this contract:

October 30th

The first report shall be submitted after the first full year of this contract in addition to any fractional part of the year in which this contract became effective. This Report shall be mailed to the following address:

Office of Small and Disadvantaged  
Business Utilization  
Department of Health and Human Services  
Hubert H. Humphrey Bldg.  
Room 513D  
200 Independence Avenue, S.W.  
Washington, D.C. 20201

ARTICLE H.3. SALARY RATE LIMITATION IN FISCAL YEAR 1991

- a. Pursuant to Public Law (P.L.) 101-517, no NIH Fiscal Year 1991 (October 1, 1990 - September 30, 1991) funds may be used to pay the direct salary of an individual through this contract at a rate in excess of \$120,000 per year (direct salary is exclusive of Overhead, Fringe Benefits and General and Administrative Expenses). The \$120,000 per year salary limit also applies to individuals proposed under subcontracts. If this is a multi-year contract, it may be subject to unilateral modification by the Government if an individual's salary rate exceeds any salary rate ceiling established in future DHHS appropriation acts. P.L. 101-517 states in pertinent part:

"None of the funds appropriated in this title for the National Institutes of Health and the Alcohol, Drug Abuse and Mental Health Administration shall be used to pay the salary of an individual through a grant or other extramural mechanism at a rate in excess of \$120,000 per year."

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PART II

CONTRACT CLAUSES

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PART II

SECTION I - CONTRACT CLAUSES

ARTICLE I.1. GENERAL CLAUSES FOR A NEGOTIATED COST-REIMBURSEMENT CONTRACT WITH NONPROFIT INSTITUTIONS OTHER THAN EDUCATIONAL INSTITUTIONS - CLAUSES INCORPORATED BY REFERENCE (APRIL 1984)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available [FAR 52.252-2 (JUNE 1988)].

a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

<u>FAR CLAUSE NO.</u>	<u>TITLE AND DATE</u>
52.203-1	Officials Not to Benefit (APRIL 1984)
52.203-3	Gratuities (APRIL 1984)
52.203-5	Covenant Against Contingent Fees (APRIL 1984)
52.203-6	Restrictions of Subcontractors Sales to the Government (JULY 1985)
52.203-7	Anti-Kickback Procedures (OCTOBER 1988)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (SEPTEMBER 1990)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JANUARY 1990)
52.209-6	Protecting the Government's Interests when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUNE 1991)

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FAR  
CLAUSE NO.

TITLE AND DATE

52.215-1	Examination of Records by Comptroller General (APRIL 1984)
52.215-2	Audit-Negotiation (DECEMBER 1989)
52.215-22	Price Reduction for Defective Cost or Pricing Data (Over \$100,000) (JANUARY 1991)
52.215-24	Subcontractor Cost or Pricing Data (Over \$100,000) (APRIL 1985)
52.215-33	Order of Precedence (JANUARY 1986)
52.215.39	Reversion or Adjustment of Plans for Postretirement Benefits other than payments (over \$100,000) (JULY 1991)
	Paragraph (a) of the following clause is modified to delete the word "Subpart 31.2" and to add the words Subpart 31.6".
52.216.7	Allowable Cost and Payment (JULY 1991)
52.216-11	Cost Contract - No Fee (APRIL 1984)
52.219-8	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (FEBRUARY 1990)
52.219-9	Small Business and Small Disadvantaged Business Subcontracting Plan (Over \$500,000) (JANUARY 1991)
52.219-13	Utilization of Women-Owned Small Businesses (AUGUST 1986)
52.219-16	Liquidated Damages - Small Business Subcontracting Plan (Over \$500,000) (AUGUST 1989)

<u>FAR</u> <u>CLAUSE NO.</u>	<u>TITLE AND DATE</u>
52.220-1	Preference for Labor Surplus Area Concerns (APRIL 1984)
52.220-3	Utilization of Labor Surplus Area Concerns (APRIL 1984)
52.222-2	Payment for Overtime Premium (JULY 1990) (Over \$100,000) (NOTE: The dollar amount in paragraph (a) of this clause is \$0 unless otherwise specified in the contract.)
52.222-3	Convict Labor (APRIL 1984)
52.222-26	Equal Opportunity (APRIL 1984)
52.222-28	Equal Opportunity Preaward Clearance of Subcontracts (Over \$1,000,000) (APRIL 1984)
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans (APRIL 1984)
52.222-36	Affirmative Action for Handicapped Workers (APRIL 1984)
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JANUARY 1988)
52.223-2	Clean Air and Water (Over \$100,000) (APRIL 1984)
52.223-6	Drug Free Workplace (JULY 1990)
52.225-11	Restrictions on Certain Foreign Purchases (APRIL 1991)
52.225-13	Restrictions on Contracting with Sanctioned Persons (APRIL 1991)

<u>FAR</u> <u>CLAUSE NO.</u>	<u>TITLE AND DATE</u>
52.227-1	Authorization and Consent (APRIL 1984) - Alternate I (APRIL 1984)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (APRIL 1984)
52.227-11	Patent Rights - Retention by the Contractor (Short Form) (JUNE 1989) Note: In accordance with FAR 27.303(a)(2), paragraph (f) is modified to include the requirements in FAR 27.303(a)(2) (i) thru (iv). The frequency of reporting in (i) is annual.
52.227-14	Rights in Data - General (JUNE 1987)
52.232-9	Limitation on Withholding of Payments (APRIL 1984)
52.232-20	Limitation of Cost (APRIL 1984)
52.232-23	Assignment of Claims (JANUARY 1986)
52.232-25	Prompt Payment (APRIL 1989)
52.232-28	Electronic Funds Transfer Payment Methods (APRIL 1989)
52.233-1	Disputes (APRIL 1984)
52.233-3	Protest After Award (AUGUST 1989) With Alternate I (JUNE 1985)
52.242-1	Notice of Intent to Disallow Costs (APRIL 1984)
52.242-13	Bankruptcy (APRIL 1991)
52.243-2	Changes - Cost Reimbursement (AUGUST 1987) - Alternate V (APRIL 1984)

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TITLE AND DATE

52.244-2	Subcontracts Under Cost-Reimbursement and Letter Contracts (JULY 1985)
52.244-5	Competition in Subcontracting (APRIL 1984)
52.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contract) (JANUARY 1986) Alternate I (JULY 1985)
52.246-23	Limitation of Liability (APRIL 1984)
52.249-5	Termination for Convenience of the Government (Educational and Other Nonprofit Institutions) (APRIL 1984)
52.253-1	Computer Generated Forms (JANUARY 1991)

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES

HHSAR  
CLAUSE NO.

TITLE AND DATE

352.202-1	Definitions (APRIL 1984) - Alternate I (APRIL 1984)
352.216-72	Additional Cost Principles (OCTOBER 1990)
352.228-70	Required Insurance (APRIL 1984)
352.232-9	Withholding of Contract Payments (APRIL 1984)
352.233-70	Litigation and Claims (APRIL 1984)

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HHSAR  
CLAUSE NO.

TITLE AND DATE

352.242-71	Final Decisions on Audit Findings (APRIL 1984)
352.249-14	Excusable Delays (APRIL 1984)
352.270-5	Key Personnel (APRIL 1984)
352.270-7	Paperwork Reduction Act (APRIL 1984)
352.270-6	Publication and Publicity (July 1991)

[End of GENERAL CLAUSES FOR A NEGOTIATED COST-REIMBURSEMENT  
CONTRACT WITH NONPROFIT INSTITUTIONS OTHER THAN EDUCATION  
INSTITUTIONS.]

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ARTICLE I.2. AUTHORIZED SUBSTITUTIONS OF CLAUSES

ARTICLE I.1. of this SECTION is hereby modified as follows:

FAR Clause 52.232-20, LIMITATION OF COST, is deleted in its entirety and LIMITATION OF FUNDS, FAR Clause no. 52.232-22 is substituted therefor. (APRIL 1984)

ARTICLE I.3. ADDITIONAL CONTRACT CLAUSES

a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

- (1) Requirement for Certificate of Procurement Integrity - Modification (NOVEMBER 1990), is hereby incorporated in full text, See PART III, Section J. of this contract.
- (2) Alternate I (JUNE 1987), FAR 52.227-14, Rights in Data - General. (JUNE 1987)

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATIONS/PUBLIC HEALTH SERVICE ACQUISITION REGULATIONS (HHSAR) (PHSAR) (48 CFR CHAPTER 3) CLAUSES:

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

- (1) HHSAR 352.270-1, Accessibility of Meetings, Conferences, and Seminars to Persons with Disabilities (APRIL 1984)
- (2) HHSAR 352.224-70, Confidentiality of Information (April 1984).

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c. NATIONAL INSTITUTES OF HEALTH (NIH) RESEARCH CONTRACTING (RC)  
CLAUSES:

The following clauses are attached and made a part of this contract:

- (1) NIH(RC)-7, Procurement of Certain Equipment (APRIL 1984)  
(OMB Bulletin 81-16).

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PART III

SECTION J - LIST OF ATTACHMENTS

The following documents are attached and incorporated in this contract:

1. Statement of Work, December 27, 1989, 11 pages, with:
  - Appendix A - ASSIST Background/Objectives/Organization Description
  - Appendix B - NCI Standards for Comprehensive Smoking Prevention and Control
  - Appendix C - Organizational Chart
2. Disclosure of Lobbying Activities Form SF-LLL, (12/89), 3 pages.
3. HHS 646, Financial Report of Individual/Project Contract, (1/81), 1 page.
4. HHS 646, Instructions: for Completing form HHS 646, (12/90), 4 pages.
5. Invoice/Financing Request Instructions for NIH Cost-Reimbursement Type Contracts, NIH(RC)-1 (1/91), 5 pages.
6. Procurement of Certain Equipment, NIH(RC)-7, 4/1/84, 1 page.
7. Small Business and Small Disadvantaged Business Subcontracting Plan, August 7, 1991, 9 pages.
8. FAR Clause 52.203-9, Requirement for Certificate of Procurement Integrity - Modification, (9/90), 2 pages.
9. Schedule I-B Contract-Acquired Government Property

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PART IV

SECTION K - REPRESENTATIONS AND CERTIFICATIONS

The following documents are incorporated by reference in this contract:

1. Representations and Certifications dated August 7, 1991.

END of the SCHEDULE  
(CONTRACT)

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

Approved:  
03-46-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: _____			<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known: _____		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$ _____		
<b>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</b>			<b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b>		
(Attach Continuation Sheet(s) SF-LLL-A, if necessary)					
<b>11. Amount of Payment (check all that apply):</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			<b>13. Type of Payment (check all that apply):</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____		
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</b>  (Attach Continuation Sheet(s) SF-LLL-A, if necessary)					
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No					
<b>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance may be placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress immediately and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
<b>Federal Use Only:</b>			Authorized for Local Reproduction Standard Form - 113		

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## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

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DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET

Authorized by OMB  
Distribution

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

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INSTRUCTIONS FOR COMPLETING FORM HHS-646  
FINANCIAL REPORT OF INDIVIDUAL PROJECT/CONTRACT

**GENERAL INFORMATION**

**Purpose.** Form HHS-646 is designed to: (1) provide a management tool for use by HHS in monitoring the application of financial and manpower resources to HHS contracts, (2) provide contractors with financial and manpower management data which is usable in their management processes, (3) indicate promptly, potential areas of contract underruns or overruns by making possible comparisons of actual performance and projections with prior estimates on individual elements of cost and manpower; and (4) obtain contractor's analyses of cause and effect of significant variations between actual and prior estimates of financial and manpower performance.

**REPORTING REQUIREMENTS**

(a) **Scope.** Necessary reporting requirements will be established by agreement between the Contracting Officer and Contractor prior to contract award. The Government will limit the details of the reporting requirements to those which are necessary to accomplish the goal of contract management without being unduly burdensome on the Contractor.

(b) **Number of copies and mailing address.** An original and three copies of the report(s) shall be sent to the Contracting Officer at the address shown on the face page of the contract, no later than thirty working days after the end of the period reported.

**REPORTING STATISTICS**

A modification which extends the period of performance of an existing contract will not require reporting on a separate Form HHS-646, except where it is determined by the Contracting Officer that separate reporting is necessary. Furthermore, when incrementally funded contracts are involved, each separate allotment is not considered a separate contract entity (only a funding action). Therefore, the statistics under incrementally funded contracts should be reported cumulatively from the inception of the contract through completion.

**Definitions and Instructions for Completing Form HHS-646.** For the purpose of establishing expenditure categories in column A, the following definitions and instructions will be utilized. Each contract will specify the categories to be reported.

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(1) **Personnel - Professional.** Included are the senior level and all other personnel whose total annual salary rates are \$20,000 or more. It should include key personnel regardless of annual salary rates. All such individuals should be listed by name and job title on a separate line including those whose salary is not directly charged to the contract but whose effort is directly associated with the contract. The listing must be kept up to date.

(2) **Personnel - Other.** This will be listed as one amount unless otherwise required by the contract.

(3) **Fringe Benefits.** Include allowances and services provided by the Contractor to employees as compensation in addition to regular salaries and wages. If a fringe benefit rate has been established, the rate will be applied to the agreed upon base. If a rate has not been established, the various fringe benefit costs may be required to be shown separately. Fringe benefits which are included in the direct cost rate should not be shown here.

(4) **Capitalized nonexpendable equipment.** This represents personal property of a capital nature, i.e. property acquired at a cost of \$1,000.00 or more and has a service life of more than two years.

Form HEW-565, Report of Capitalized Nonexpendable Equipment, as outlined in the Departmental Manual "Control of Property in Possession of Contractors," will accompany the Contractor's public voucher (SF 1034/SF 1035) as required, or this report if not previously submitted.

(5) **Supplies.** Includes the cost of supplies and material and equipment charged directly to the contract, but excludes the cost of capitalized nonexpendable equipment as defined in (4) above.

(6) **Inpatient Care.** Costs associated with a patient while occupying a bed in a patient care setting. It normally includes both routine and ancillary costs.

(7) **Outpatient Care.** Costs associated with a patient while not occupying a bed. It normally includes ancillary costs only.

(8) **Travel.** Includes all direct costs of travel, including transportation, subsistence and miscellaneous expenses. Travel for staff and consultants shall be shown separately. Identify foreign and domestic travel separately. If required by the contract, the following information shall be submitted: (i) Name of traveler and purpose of trip; (ii) Place of departure, destination and return, including time and dates; and (iii) Total cost of trip.

(9) **Consultant Fee.** Fees paid to consultant.

(10) **Premium pay.** Includes the amount of salaries and wages over and above the basic rate of pay.



(11) **Other costs.** Includes a number of separate expenditure categories for which the Government does not require individual line item reporting. It may include some of the above categories.

(12) **Overhead/Indirect Costs.** Cite the rate and the base.

(13) **General and Administrative expense.** Cite the rate and the base. In the case of nonprofit organizations, this item will usually be included in the indirect cost.

(14) **Fee.** If any, cite the fee earned.

(15) **Total Costs to the Government.**

#### PREPARATION INSTRUCTIONS

These instructions are keyed to the columns on Form HHS-646.

**Column A - Expenditure Category.** Enter in column A the expenditure categories required by the contract.

**Column B - Percentage of Effort/Hours Funded.** Enter in column B the percentage of effort or number of hours agreed to during contract negotiations of each labor category listed in column A.

**Column C - Percentage of Effort/Hours-Actual.** The Contractor will enter the cumulative percentage of effort or number of hours worked by each employee or group of employees listed in Column A.

**Column D - Cumulative Incurred Cost at End of Prior Period.** This column should show the cumulative incurred costs up to the end of the prior reporting period. This column will be blank at the time of the submission of the initial report.

**Column E - Incurred Cost-Current Period.** The Contractor should enter the costs which were incurred during the current period.

**Column F - Cumulative Incurred Cost to Date.** The Contractor should enter the combined total of columns D and E.

NOTE: The following instructions apply to the preparation of the second and subsequent reports. No entries are to be made in columns (G), (H), and (J) for the first report.

**Column G - Estimated Cost to Complete.** Entries need only be made when the Contractor estimates that a particular expenditure category will vary from the amount funded. Realistic estimates are essential.

**Column H - Estimated Costs at Completion.** No entry is required in this column unless an entry is made in Column G.

**Column I - Funded Contract Amount.** Enter in this column the costs agreed to during contract negotiations for all expenditure categories listed in Column A.

**Column J - Variance (Over or Under).** This column need not be filled in when Column H is blank. When entries have been made in Column H, this column should show the difference between the estimated costs at completion (Column H) and funded costs (Column I). When a line item varies by plus or minus 10%, i.e., the percentage arrived at by dividing Column J by Column I, an explanation of the variance should be submitted. In the case of an overrun (net negative variance), this submission shall not be deemed as notice under the Limitation of Cost (Funds) clause of the contract.

**Modifications.** Any modification in the amount funded for an item since the preceding report should be listed in the appropriate cost category with the word "modification" immediately following the listed element in Column A and with all columns filled in including the new funded amount. A line should be drawn through the old cost element. Subtotals among cost categories should be changed where necessary.

**Expenditures Not Funded.** An expenditure for an item for which no amount was funded (e.g., at the discretion of the Contractor in performance of its contract) should be listed in the appropriate cost category and all columns filled in except for I. Column J will of course show a 100% variance and will be explained along with those identified under J above.

INVOICE/FINANCING REQUEST INSTRUCTIONS  
FOR NIH COST-REIMBURSEMENT TYPE CONTRACTS

**General:** The Contractor shall submit claims for reimbursement in the manner and format described herein and as illustrated in the sample invoice/financing request.

**Format:** Standard Form 1034, Public Voucher for Purchases and Services Other Than Personal; and Standard Form 1035, Public Voucher for Purchases and Services Other Than Personal--Continuation Sheet, or reproduced copies of such forms marked ORIGINAL should be used to submit claims for reimbursement. In lieu of SF-1034 and SF-1035, claims may be submitted on Form HHS-646, Financial Report of Individual Project/Contract, or on the payee's letterhead or self-designed form provided that it contains the information shown on the sample invoice/financing request.

**Number of Copies:** As indicated in the Invoice Submission/Contract Financing Request clause in the contract.

**Frequency:** Invoices/financing requests submitted in accordance with the payment clause shall be submitted monthly unless otherwise authorized by the Contracting Officer.

**Cost Incurrence Period:** Costs incurred must be within the contract performance period or covered by precontract cost provisions.

**Billing of Costs Incurred:** If billed costs include: (1) Costs of a prior billing period, but not previously billed, or (2) costs incurred during the contract period and claimed after the contract period has expired, the amount and month(s) in which such costs were incurred shall be cited.

**Contractor's Fiscal Year:** Invoices/financing requests shall be prepared in such a manner that costs claimed can be identified with the Contractor's fiscal year.

**Currency:** All NIH contracts are expressed in United States dollars. Where expenditures are made in a currency other than United States dollars, billings on the contract shall be expressed, and reimbursement by the United States Government shall be made, in that other currency at amounts coincident with actual costs incurred. Currency fluctuations may not be a basis of gain or loss to the Contractor. Notwithstanding the above, the total of all invoices paid under this contract may not exceed the United States dollars authorized.

**Costs Requiring Prior Approval:** Costs requiring the Contracting Officer's approval which are not set forth in an advance understanding in the contract shall be so identified and reference the Contracting Officer's Authorization (COA) number.

Invoice/Financing Request Identification: Each invoice/financing request shall be identified as either:

- (a) Cost Reimbursable - Financing Request: These are interim payment requests submitted during the contract performance period.
- (b) Completion/Final Invoice: The completion invoice is a final invoice which is submitted promptly upon completion of the work, but no later than one year from the contract completion date. The completion invoice should be submitted when all costs (except for finalization of indirect cost rates) have been assigned to the contract and all performance provisions have been completed. A revised final invoice may be required after the amounts owed have been settled between the Government and the Contractor (e.g., final indirect cost rates and resolution of all suspensions and audit exceptions).

Preparation and Itemization of the Invoice/Financing Request: The Contractor shall furnish the information set forth in the explanatory notes below. These notes are keyed to the entries of the sample invoice/financing request.

- (a) Paying Office and Address: The paying office and address, identified in the Invoice Submission/Contract Financing Request clause of the contract, shall be entered on all copies of the invoice/financing request.
- (b) Invoice/Financing Request Number: Insert the appropriate serial number of the invoice/financing request.
- (c) Date of Invoice/Financing Request: Insert the date of the invoice/financing request is prepared.
- (d) Contract Number and Date: Insert the contract number and the date of the contract.
- (e) Payee's Name and Address: Show the Contractor's name (as it appears in the contract), correct address, and the title and phone number of the responsible official to whom payment is to be sent. When an approved assignment has been made by the Contractor, or a different payee has been designated, then insert the name and address of the payee instead of the Contractor.
- (f) Contract Amount: Insert the total estimated cost of the contract, exclusive of fixed-fee. For incrementally funded contracts, enter the amount currently obligated and available for payment.
- (g) Fixed-Fee: Insert the total fixed-fee (where applicable).

- (h) Billing Period: Insert the beginning and ending dates (day, month, and year of the period in which costs were incurred and for which reimbursement is claimed.
- (i) Amount Billed for Current Period: Insert the amount billed for the major cost elements, adjustment and adjusted amounts for the period.
- (j) Cumulative Amount from Inception to Date of this Billing: Insert the cumulative amounts billed for the major cost elements and adjusted amounts claimed during this contract.
- (k) Direct Costs: Insert the major cost elements. For each element, consider the application of the paragraph entitled Costs Requiring Prior Approval on page 1 of these instructions.
- (1) Direct Labor: This consists of salaries and wages paid (or accrued for direct performance of the contract.
- (2) Fringe Benefits: This represents fringe benefits applicable to direct labor and billed as a direct cost. Fringe benefits included in indirect costs should not be identified here.
- (3) Nonexpendable Equipment: This category of cost includes permanent research equipment and general purpose equipment having a unit acquisition cost of \$1,000 or more and having an expected service life of more than two years. Show permanent research equipment separate from general purpose equipment. Prepare and attach Form HHS-565 in accordance with the following instructions:

List each item for which reimbursement is requested. A reference shall be made to the following (as applicable):

- (A) The item number for the specific piece of equipment listed in the Property Schedule;
- (B) The Contracting Officer's Authorization letter and number, if the equipment is not covered by the Property Schedule, or;
- (C) Be preceded by an asterisk (\*) if the equipment is below the approval level.

Further itemization of invoices/financing requests shall only be required for items having specific limitations set forth in the contract.

- (4) Materials and Supplies: This category includes equipment with unit costs of less than \$500 or an expected service life of two years or less, and consumable material and supplies regardless of amount.
- (5) Premium Pay: This is remuneration in excess of the basic hourly rate.
- (6) Consultant Fee: Fees paid to consultants. Identify consultant by name or category as set forth in the contract's advance understanding or in the COA letter, as well as the effort (i.e., number of hours, days, etc.) and rate being billed.
- (7) Travel: Domestic travel is travel within the United States, its territories, possessions and Canada for Contractors located there; otherwise it is the Contractor's own country. It should be billed separately from foreign travel.
- (8) Subcontract Costs: List subcontractor(s) by name and amount billed.
- (9) Other: List all other direct costs in total unless exceeding \$1,000 in amount. If over \$1,000, list cost elements and dollar amount separately. If the contract contains restrictions on any cost element, that cost element should be listed separately.
- (l) Cost of Money (COM): Cite the COM factor and base in effect during the time the cost was incurred and for which reimbursement is claimed.
- (m) Indirect Costs--Overhead: Cite the formula (rate and base) in effect during the time the cost was incurred and for which reimbursement is claimed. If special rate is being used; e.g., off-site, then so specify.
- (n) Fixed-Fee: If the contract provides for a fixed-fee, it must be claimed as provided for by the contract. Cite the formula or method of computation.
- (o) Total Amounts Claimed: Insert the total amounts claimed for the current and cumulative periods.
- (p) Adjustments: This includes amounts conceded by the Contractor, outstanding suspensions and disapprovals subject to appeal.
- (q) Grand Totals

S 'PLE INVOICE/FINANCING REQ' ST

(a) Payor's Name and Address NATIONAL INSTITUTES OF HEALTH Division of Financial Management Contracts Section, FAAB Building 31, Room B1B05A Bethesda, Maryland 20892	(b) Invoice/Financing Request No. _____  (c) Date Voucher Prepared _____  (d) Contract No. and Date _____  (f) Total Est. Cost of Contract _____  (g) Total Fixed-Fee _____
(e) Payee's Name and Address ABC CORPORATION 100 Main Street  Attention: <u>Name, Title and Phone</u> <u>Number of Official to</u> <u>Whom Payment is Sent</u>	

(h) This invoice/financing request represents reimbursable costs from August 1, 1982 through August 31, 1982

	(i) Amount Billed for Current Period	(j) Cumulative Amount From Inception to Date of this Billing
(k) Direct Costs	\$ 3,400	\$ 6,800
(1) Direct Labor	600	1,200
(2) Fringe Benefits		
(3) Nonexpendable Equipment (Attach Form HHS-565)		
Permanent Research	3,000	8,000
General Purpose	2,000	
(4) Materials and Supplies	2,000	4,000
(5) Premium Pay	100	150
(6) Consultant Fee Dr. Jones/1 day @ 100 (COA #3)	100	100
(7) Travel -- (Domestic)	200	200
(Foreign)	200	200
(8) Subcontract Cost	0	0
(9) Other	0	0
Total Direct Costs	\$11,600	\$20,650
(l) Cost of Money (Factor) of (Approp. Base)	2,400	3,600
(m) Indirect Costs - Overhead % of Direct Labor or Other Base (Formula)	4,000	6,000
(n) Fixed-Fee Earned (Formula)	700	1,400
(o) Total Amount Claimed	\$18,700	\$31,650
(p) Adjustments Outstanding Suspensions		
(q) Grand Totals	\$18,700	\$29,950

"I certify that all payments requested are for appropriate purposes and in accordance with the contract."

_____ (Name of Official)	_____ (Title)
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#### PROCUREMENT OF CERTAIN EQUIPMENT

Notwithstanding any other clause in this contract, the Contractor will not be reimbursed for the purchase, lease, or rental of any item of equipment listed in the following Federal Supply Groups, regardless of the dollar value, without the prior written approval of the Contracting Officer.

- 67 - Photographic Equipment
- 69 - Training Aids and Devices
- 70 - General Purpose ADP Equipment, Software, Supplies and Support (Excluding 7045-ADP Supplies and Support Equipment.)
- 71 - Furniture
- 72 - Household and Commercial Furnishings and Appliances
- 74 - Office Machines and Visible Record Equipment
- 77 - Musical Instruments, Phonographs, and Home-type Radios
- 78 - Recreational and Athletic Equipment

When equipment in these Federal Supply Groups is requested by the Contractor and determined essential by the Contracting Officer, the Government will endeavor to fulfill the requirement with equipment available from its excess personal property sources, provided the request is made under a cost-reimbursement contract. Extensions or renewals of approved existing leases or rentals for equipment in these Federal Supply Groups are excluded from the provisions of this article.



SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS

MODEL SUBCONTRACTING PLAN OUTLINE \*

Identification Data

Contractor: S.C. Department of Health and Environmental Control

Address: 2600 Bull Street

Columbia, South Carolina 29201

Solicitation or Contract Number: NCI-CN-95165-38

Project Title: American Stop Smoking Intervention Study for Cancer Prevention

Total Amount of Contract (Including Options) \$ 5,462,762

Period of Contract Performance (MO. & YR.) September 1991 - September 1998

- \* *Federal Acquisition Regulation (FAR), paragraph 19.708(b) prescribes the use of the clause at FAR 52.219-9 entitled "Small Business and Small Disadvantaged Business Subcontracting Plan." The following is a suggested model for use when formulating such subcontracting plan. While this model plan has been designed to be consistent with FAR 52.219-9, other formats of a subcontracting plan may be acceptable. However, failure to include the essential information as exemplified in this model may be cause for either a delay in acceptance or the rejection of a bid or offer where the clause is applicable. Further, the use of this model is not intended to waive other requirements that may be applicable under FAR 52.219-9. "SUBCONTRACT" as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.*

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1. Type of Plan (Check One)

- X Individual plan (All elements developed specifically for this contract and applicable for the full term of this contract).
- \_\_\_\_\_ Master plan (Goals developed for this contract; all other elements standard; must be renewed annually).
- \_\_\_\_\_ Commercial products plan (Contractor sells large quantities of off-the-shelf commodities to many Government agencies. Plans/goals negotiated by a lead agency on a company-wide basis rather than for individual contracts. Plan effective only during year approved. Contractor must provide copy of lead agency approval).

2. Goals

State separate dollar and percentage goals for small business concerns and small disadvantaged business concerns as subcontractors as specified in FAR 19.704.

- A. Total estimated dollar value of all planned subcontracting, i.e., with all types of organizations under this contract, is \$\_\_\_\_\_.
- B. Total estimated dollar value and percentage of planned subcontracting with small business concerns: \*  
\$\_\_\_\_\_ and \_\_\_\_\_%
- C. Total estimated dollar value and percentage of planned subcontracting with small disadvantaged business concerns:  
\$\_\_\_\_\_ and \_\_\_\_\_% \*

(\* Expressed as a percentage of "A")

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- D. Description of all the products and/or services to be subcontracted under this contract, and an indication of the types of organizations supplying them: (i.e., LARGE BUSINESS (LG), SMALL BUSINESS (SB), SMALL DISADVANTAGED BUSINESS (SDB))

Subcontracted Product/Service	(check all that apply)		
	LG	SB	SDB
Office Supplies	X	X	X
Promotional Supplies	X	X	X
Travel	X	X	
Computer Equipment & Software	X		
Consultants	X		X
Intervention Costs	X	X	X

(Attach additional sheets if necessary.)

- E. A description of the method used to develop the subcontracting goals for small and small disadvantaged business concerns (i.e., explain the method and state the quantitative basis (in dollars) used to establish the percentage goals, in addition, how the areas to be subcontracted to small and small disadvantaged business concerns were determined, and how the capabilities of small and small disadvantaged businesses were determined --include any source lists used in the determination process).

Reviewed S.C. Minority Business Directory and discussed criteria for determining Small Businesses with staff from Small Business Administration.

Reviewed Business Proposal for items eligible to be subcontracted and established the following goals:

Small Business Concerns:

Small Disadvantaged Business Concerns:

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F. Indirect costs have been \_\_\_\_\_ have not been X included in the dollar and percentage subcontracting goals stated above. (check one)

G. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to small business and small disadvantaged business concerns.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Program Administrator

Name, title, position within the corporate structure, and duties and responsibilities of the employee who will administer the contractor's subcontracting program.

Name: Jan Smoak

Title: Minority Business Enterprise Coordinator

Address: SC Department of Health and Environmental Control

2600 Bull Street, Columbia, SC 29201

Telephone: 734-5492

Duties: Has general overall responsibility for the contractor's subcontracting program, i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to the requirements of this particular plan. These duties include, but are not limited to, the following activities:

- A. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to small and small disadvantaged business concerns; and assure that small and small disadvantaged businesses are included on the

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(3) Violations or possible violations: [Continue on plain bond paper if necessary and label Certificate of Procurement Integrity--Modification (Continuation Sheet), ENTER "NONE" IF NONE EXISTS]

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[Signature of the officer or employee responsible for the modification proposal and date]

[Typed name of the officer or employee responsible for the modification proposal]

\*Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection (f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

[End of Certification]

(d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date of certifying employee's employment with the company end or, for an agent, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

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(e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

[End of clause]

Schedule I-B Contractor-Acquired Government Property

<u>ITEM</u>	<u>DESCRIPTION</u>
1.	IBM Compatible, 80386 CPU, 2 MB RAM, 40 MB hard disk, 1.2 MB disk drive, super VGA graphics monitor, DOS 3.3
2.	IBM Compatible, 80386 CPU, 2 MB RAM, 40 MB hard disk, 1.3 MB disk drive, VGA color graphics monitor, DOS 3.3
3.	2400 Baud Hayes Compatible Modem
4.	HP Laserjet Series III Printer 2 MB memory, font cartridge, and parallel cable
5.	Software: Wordperfect 5.1 (2 each) Lotus 2.2 Procomm Plus Data Communication Software

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